

# EXHIBIT B

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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U.S. SECURITIES AND EXCHANGE )  
COMMISSION )  
Plaintiff )  
vs. ) Civil Action No.  
ELEK STRAUB, ANDRAS BALOGH, ) 11-Civ.-9645 (RJS)  
and TAMAS MORVAI )  
Defendants )  
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VIDEOTAPED DEPOSITION OF ANDRAS BALOGH

MONDAY, JULY 28, 2014

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BEHMKE REPORTING AND VIDEO SERVICES, INC.

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1 bridging with Cosmotelco, is that the same bridging  
2 that was discussed in the prior e-mails?

3 A It appears so.

4 Q Okay. And you say, because we have a  
5 similar problem with the auditor that I explained  
6 before. What problem with an auditor would you have if  
7 you were bridging with Cosmotelco?

8 A If I see this, it may refer to the MVNO  
9 operation in Kosovo, which is an unlicensed operation.  
10 An unlicensed operation was a serious thing that MakTel  
11 could not have been associated with.

12 As Cosmotelco was an indirect owner of  
13 MakTel, Cosmotelco could not have been associated with  
14 an unlicensed operation either.

15 Q Well, if Cosmotelco couldn't be associated  
16 with an unlicensed operation, how could MakTel be  
17 associated with --

18 A MakTel could not be associated with an  
19 unlicensed operation.

20 Q Well, then how could MakTel have been  
21 considering using any of these parties as -- any of  
22 these companies as counterparties?

23 A These aren't the contracting partners.  
24 Those are not the actual providers of the MVNO service.  
25 I ask you if you're aware how an MVNO works.

1           Now, this has been an ongoing work. They  
2           were trusted partners. They've been working with them  
3           for years. They were responsible for regulatory and  
4           government relations, government relations, from the  
5           first day of the privatization.

6           It was their task before and it was their  
7           task after they existed the formal equity partnership  
8           with MakTel. These were issues they had been working  
9           on, and some of the issues had to be put in a written  
10          contract. So as I read it today, it's a reference to  
11          the actual contracts that had to be worded, formed, to  
12          cover the costs of the legitimate lobbying activities  
13          of the Greeks.

14          Q        So on June 16th, 2005, the date of this  
15          e-mail, was there a frequency fee issue that needed to  
16          be solved?

17          A        I think I told you already, you know, it's  
18          been an ongoing work. The frequency issue, I don't  
19          know whether the frequency issue was solved on  
20          June 16th. If the invoice had been issued by the  
21          appropriate regulator or telecommunication authority,  
22          than it was sold for one year, it wasn't sold for the  
23          next year.

24          Q        Okay. So it was not solved by the signing  
25          of the Protocol of Cooperation, in your view?